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10 UNITED STATES DISTRICT COURT
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12 DISTRICT OF NEVADA

13 COMMONWEALTH LAND TITLE)
14 INSURANCE CORPORATION, a) Case No.: 2:15-CV-01335-JCM-(GWF)
15 Nebraska corporation,)
16 Plaintiff,)
17 vs.)
18 ALEXANDER EDELSTEIN, an)
19 individual,)
20 Defendant.)

STIPULATED JUDGMENT

21 In accordance with the Settlement and Release Agreement entered on the
22 31st day of March 2016, Commonwealth Land Title Insurance Corporation
23 ("Commonwealth") and Alexander Edelstein ("Edelstein") stipulate as follows:

24 1. On July 1, 2015, Commonwealth commenced an action against
25 Edelstein entitled *Commonwealth Land Title Ins. Corp. v. Edelstein*, Case No. A-15-
26 720813-C, in the Eighth Judicial District Court, Clark County, Nevada, in which
27 Commonwealth asserted claims against Edelstein for breach of contract, breach of
the implied covenant of good faith and fair dealing, and declaratory relief (the
28 "Action").

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1 2. Commonwealth claimed, *inter alia*, that Edelstein breached an
2 agreement that required him to: (a) provide a defense of all mechanic's lien
3 foreclosure suits pending against property located at 9205 West Russell Road, Las
4 Vegas, Nevada; (b) provide indemnification to Commonwealth against any losses
5 suffered on a ALTA Loan Policy of Title Insurance (Policy No. 05111973) issued by
6 Commonwealth to Scott Financial Corporation as a result of any adverse judgment
7 that might result to Scott Financial in an action entitled *APCO Construction v.*
8 *Gemstone Development* (Case No. 08-A571228), and all consolidated cases identified
9 therein (the "Manhattan West Litigation"); and (c) provide reimbursement of all
10 fees and costs expended by Commonwealth in and related to the Manhattan West
11 Litigation and the resulting claim tendered by Scott Financial to Commonwealth.

12 3. On January 14, 2015, Edelstein removed the Action to this Court.

13 4. Without admitting any liability, and in the interest of resolving the
14 Action, Commonwealth and Edelstein (collectively, the "Parties") executed a
15 Settlement and Release Agreement (the "Agreement") on March 31, 2016.

16 5. Pursuant to the Agreement, Edelstein is obligated to remit payments
17 to Commonwealth under the terms set forth within the Agreement.

18 6. Pursuant to the terms of the Agreement, Commonwealth has agreed to
19 forbear any execution upon or collection efforts in connection with this Stipulated
20 Judgment for so long as Edelstein makes the payments called for in the Agreement.
21 If Edelstein fails to make any of the payments scheduled in the Agreement, and
22 said payment remains unpaid for ten (10) business days following Edelstein's
23 receipt of a notice from Commonwealth that it failed to receive the scheduled
24 payment, then Commonwealth's forbearance agreement shall expire.

25 7. Upon Edelstein's payment of the full amount of the settlement as set
26 forth in the Agreement, Commonwealth shall prepare and record a satisfaction of
27 this Stipulated Judgment.

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1 8. Should the forbearance agreement expire in accordance with the terms
2 of the Agreement, Commonwealth shall prepare and record a partial satisfaction of
3 this Stipulated Judgment for the total amount of payments received by
4 Commonwealth from Edelstein pursuant to the terms of the Agreement.

5 9. In accordance with the terms of the Agreement, Commonwealth and
6 Edelstein stipulate that Commonwealth shall take judgment in its favor and
7 against Edelstein in the total amount of One Million Forty-Six Thousand Eighty-
8 Five and no/100 Dollars (\$1,046,085.00). No attorneys' fees or costs shall be
9 awarded other than what is already encompassed within the amount of this
10 Stipulated Judgment.

11 DATED this 31st day of March 2016.

12 GERRARD, COX & LARSEN

DAVID J. MERRILL, P.C.

13 By:



14 _____
15 DOUGLAS D. GERRARD
16 2450 St. Rose Parkway, #200
17 Henderson, Nevada 89074
18 (702) 796-4848
19 Attorneys for Plaintiff

By:

DAVID J. MERRILL
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Attorneys for Defendant

JUDGMENT

21 In accordance with the above-stipulation, the parties' Settlement and Release
22 Agreement, and good cause appearing therefore:

23 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that
24 Commonwealth Land Title Insurance Corporation shall take Judgment in its favor
25 and against Alexander Edelstein in the total amount of One Million Forty-Six
26 Thousand Eighty-Five and no/100 Dollars (\$1,046,085.00);

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1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that no
2 additional attorneys' fees or costs shall be awarded other than what is already
3 encompassed within the amount of this Judgment.

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5 *Xem C. Mahan*
6 UNITED STATES DISTRICT JUDGE
7 DATED: August 31, 2016

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